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injures the party alluded to in the estimation of an important and respectable part of the community. By the reasoning of the Supreme Court it appears that public hatred, ridicule, contempt, *et cetera* are not matters of consensus of opinion nor of majority vote. If the alleged matter produce such a change of opinion toward the petitioner in the minds of an appreciable fraction of society it will constitute a libel. *COOLEY*, TORTS, 401, 449; *Martin v. The Picayune*, 115 La. 979; *Culmer v. Canby*, 101 Fed. 195. That many would not look down on petitioner for being a nurse or for using whiskey and recommending its use, is obvious but it must appear equally so that she could fall in the estimation of many by reason of such supposition and more especially when taken in consideration with the supposition that she had allowed herself to be used for such advertising purposes. It was petitioner's right to have the case submitted to the jury on its merits. *Twombly v. Monroe*, 136 Mass. 464, 469; *Gates v. New Recorder Co.*, 155 N. Y. 228. See also *Morasse v. Brochu*, 151 Mass. 567, 575, and *Farley v. Evening Chronicle Publishing Co.*, 113 Mo. App. 216, 87 S. W. 565.

MASTER AND SERVANT—INJURY TO SERVANT—PROXIMATE CAUSE—VICIOUS ANIMALS—ASSUMPTION OF RISK.—Plaintiff was employed as driver in defendant's coal mine and on his first trip he was given a mule generally reputed to be vicious. A former driver had notified defendant of this fact but plaintiff was ignorant of it. While hauling in the mine the mule started to kick and in attempting to avoid injury plaintiff fell over a pile of refuse, and falling under the car, was run over and badly crushed. *Held*, the kicking of the mule was the proximate cause of the injury and the negligent allowing the pile of "gob" to accumulate was a contributing cause. There was no assumption of risk. *Miller v. Kelly Coal Co.*, (1909), — Ill. —, 88 N. E. 196.

Proximate cause is defined to be "that act or omission which immediately causes and without which the injury could not have happened, notwithstanding conditions or omissions concurred therewith." *Pullman Palace Car Co. v. Laack*, 143 Ill. 242, 32 N. E. 285; *Springfield Consolidated Ry. Co. v. Puntenney*, 200 Ill. 9, 65 N. E. 442; *Missouri Malleable Iron Co. v. Dillon*, 206 Ill. 145, 69 N. E. 12. If it appear that any domestic animal is vicious and the owner has been notified of that fact, he is responsible for injury done by it. *Bogodonow v. New York Lumber & Storage Co.*, 91 N. Y. Supp. 331. The gist of the action is not the negligent keeping of a vicious animal but the keeping him with notice of his vicious propensity. *Twigg v. Ryland*, 62 Md. 380; *Muller v. McKesson*, 73 N. Y. 195. The law will imply notice of any defect, which, by use of ordinary care might have been known to the master. *Missouri Malleable Iron Co. v. Dillon*, *supra*, *Metcalf v. Nystedt*, 203 Ill. 333. The sufficiency of the notice is a question of what is sufficient to put a reasonable man on his guard. It is not necessary that it be notice of mischief actually committed, it is notice of the propensity. *Reynolds v. Hussey*, 64 N. H. 64, 5 Atl. 458; *Flansburg v. Basin*, 3 Ill. App. 531. Assumption of risk depends on an implied contract between the parties. *Monongahela River Consol. Coal & Coke Co. v. Hardshaw*, (Ind. App.), 79

N. E. 1062. It is usually held that the defense of assumption of risk does not avail when the negligence is a violation of a statutory duty. *Inland Steel Co. v. Kachwinski*, 151 Fed. 219; *Antioch Coal Co. v. Rockey*, 169 Ind. 247, 82 N. E. 76; *Western Furniture & Mfg. Co. v. Bloom*, 76 Kan. 127, 90 Pac. 821.

MASTER AND SERVANT—SERVANT'S ABANDONMENT OF EMPLOYMENT—SEVERAL CONTRACT.—Plaintiff agreed to work a period of one year for defendant for a consideration of \$250.00, payments to be made from time to time as the services were rendered, but not at any particular stated times. \$94.92 was paid to the plaintiff. At the end of nine months plaintiff abandoned the contract without cause, and brought this action for work, labor and services rendered for \$92.38, the amount due him, measured by the terms of the contract, for the services actually rendered. *Held*, that plaintiff should recover *Mernagh v. Nichols*, (1909), 118 N. Y. Supp. 59.

The reasons for this decision are stated by the court as follows: "Where parties expressly agree that services for the entire term of the contract shall be rendered as a condition precedent to the payment of any part of the wages, the entire contract must be performed in order to enable the servant to recover the wages actually earned, but where the agreement is for payment from time to time during the term, recovery can be had for the wages earned, though the servant abandons the service before the expiration of the term without cause." This rule is plainly at variance with rules established in the early New York cases. In *Lantry v. Parks*, 8 Cow. 63, the plaintiff entered into a contract to work one year for defendant at a salary of \$10.00 per month. At the end of ten and one half months defendant left the service without cause, and brought action for the value of the services rendered. The court held that the contract was entire and that the performance of the labor was a condition precedent to any recovery. See also *McMillan & McMillan v. Vanderlip*, 12 John. 165. The decision in the principal case is not only opposed to the doctrine of the earlier New York cases cited above, but it establishes a rule in advance of the modern general rule upon the subject. The general rule seems to be that "A contract for personal services is severable when one agrees to serve for a definite term, as a year, at wages payable weekly." *Markham v. Markham*, 110 N. Car. 356; *Mathews v. Jenkins*, 80 Va. 463. The principal case holds that such contracts are severable where the payments are to be made from time to time, but at no particular stated times. The minority rule upon this subject is followed in the case of *Almstead v. Bach*, 78 Md. 132, where it was held that a contract to work for a year, at a certain salary payable monthly, was entire. The principal case follows *Tipton v. Feitner*, 20 N. Y. 423, where plaintiff contracted to sell defendant pork and live hogs, to be delivered at different times. He delivered the pork but failed to deliver the live hogs. The court held that the contract was severable and a recovery could be had for the pork furnished. In following this case and in citing, but refusing to follow, the early cases upon contracts for personal services, the court has apparently abandoned the dis-